

PATENT Attorney Docket No. 463077-00005 Attorney File No. A-67229-6/RFT/RMS/RMK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

DAHIYAT et al.

Serial No.: 09/782,004

Filed: February 12, 2001

For: Protein Design Automation

for Protein Libraries

Group No. 1631

Examiner: Michael L. Borin

Express Mail Label No. EV 554099055 US

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

Petitioner, Xencor, Inc., represents that it is the assignee of the entire right, title, and interest of

- (1) the instant application, U.S. Serial No. 09/782,004 filed on February 12, 2001;
- (2) U.S. Patent No. 6,403,312, issued June 11, 2002, which is a Continuation-in-part of U.S. Serial No. 09/564,961, filed May 4, 2000, pending; and
- U.S. Serial No. 09/927,790, filed August 10, 2001, pending, which is a Continuation-in-part of U.S. Serial No. 09/782,004, pending, filed February 12, 2001 which is a Continuation of U.S. Serial No. 09/419,351 filed October 15, 1999, now U.S. Patent No. 6,403,312.

-1-

Written assignment proof for Serial No. 09/927,790, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 012502/0412. Written assignment proof for Serial No.09/419,351, now U.S. Patent No. 6,403,312, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 011517/0330. Copies of the assignments are attached to this Terminal Disclaimer.

Xencor, Inc. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, as shortened by any terminal disclaimer of Serial No. 09/419,351, now U.S. Patent No. 6,403,312.

Xencor, Inc. hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned.

This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Xencor, Inc. does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of Serial No. 09/419,351, now U.S. Patent No. 6,403,312, as shortened by any terminal disclaimer, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, Xencor, Inc.

Also included herewith is the terminal disclaimer fee of \$65.00 under 37 C.F.R. 1.20(d). While Applicants believe that no other fees are due at this time, the Commissioner is authorized to charge any fees, including extension fees or any other relief that may be required, in connection with this reply to Deposit Account 50-2319 (Order No. 463077-00005; Docket No.: A-67229-6).

The undersigned is an attorney or agent of record.

DORSEY & WHITNEY LLP

Dated:

May 9, 2005

5 By:

Customer No.: 32940

Four Embarcadero Center

Suite 3400

San Francisco, CA 94111-4187

Telephone: (415) 781-1989

Facsimile: (415) 398-3249

/: ___

Robin M. Silva, Reg. No. 38,304

Attorney of Record for Applicant

Filed Under 37 C.F.R. § 1.34





UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

APRIL 30, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT ROBIN M. SILVA FOUR EMBARCADERO CENTER SUITE 3400 SAN FRANCISCO, CA 94.11-4187



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RECORDATION DATE: 02/12/2001

REEL/FRAME: 011517/0330

NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSTGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 06/15/2000

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 06/16/2000

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 06/16/2000

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 06/20/2000

ASSIGNEE:

XENCOR, INC.

111 W. LEMON AVENUE

MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09419351

PATENT NUMBER:

FILING DATE: 10/15/1999

ISSUE DATE:

011517/0330 PAGE 2

MARCUS KIRK, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS FORM PTO-1: 1-31-92 02-21-2001

ION FORM COVER SUCCET

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Ho.

61 FC:581

File No. A-67229-2/RFT?RMS/RMK

101618330

arks. Please record the attached original documents or con

	record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies): Internal Address: Xencor, Inc.
Bassil I. DAHIYAT; Robert J. HAYES; Jorg BENTZIEN; Klaus M. FIEBIG	MAY 0 9 2005 =
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	
3. Nature of Conveyance:	Street Address: 111 W. Lemon Avenue
[x] Assignment [] Merger	Selves (Mayer service of the control
[] Security Agreement [] Change of Name	City: Monrovia
Execution Date: June 16, 2000 and June 20, 2000	State: California Zip: 91016
	Additional name(s) & address(es) attached? [] Yes [x] No
4. Application number(s) or patent number(s): One (1)	
If this document is being filed together with a new application, the ex-	xecution date of the application is:
A. Patent Application No.(s): 09/419,351	B. Patent No.(s)
Additional numbers atta	ached? [] Yes [x] No
5. Name and address of party to whom correspondence concerning	6. Total number of applications and patents involved:
document should be mailed:	One (1)
D 11 M 611	
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$40.00
Internal Address: FLEHR HOHBACH TEST	[x] Enclosed
ALBRITTON & HERBERT LLP	[] Authorized to be charged to deposit account
Street Address: SUITE 3400	8. Deposit account number: 06-1300
FOUR EMBARCADERO CENTER	Please debit any underpayment or credit any overpayment
City: SAN FRANCISCO	to the above deposit account. Our Order No. <u>A-67229-2/RFT/RMS/RMK</u>
State: <u>CA</u> Zip: <u>94111-4187</u>	
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing copy is a true copy of the original document.	information is true and correct and any attached
Patrice M. Cilera	M. Silm 2/9/01
Robin M. Silva Name of Person Signing Sign	ature Date
Total number of pages	including cover sheet, attachments and document: [9]
OMB No. 0651-0011 (exp. 4/94)	·
Do not detacl	h this portion
Mail documents to be recorded with required cover shee	
720/2001 AAHHED1 00000066 09419351 Commissioner of Pate Box Assi 40.00 pp Washington	

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

WILLIAM 10, 0112 101111111111111111111111111111	
(1) BASSIL I. DAHIYAT	, (2) ROBERT J. HAYES
(3) JÖRG BENTZIEN	, (4) KLAUS M. FIEBIG
(hereinafter termed "Inventors"), resi	dents of
(1) LOS ANGELES	, (2) <u>ALTADENA</u> ,
(3) PASADENA	, (4) FRANKFURT, GERMANY
respectively, Counties of	
(1) LOS ANGELES	(2) LOS ANGELES
(3) LOS ANGELES	
respectively, States of	
(1) CALIFORNIA	, (2) CALIFORNIA ,
(3) CALIFORNIA	(4) <u>n/a</u>
respectively, have invented certain ne	w and useful improvements in
PROTEIN DESIGN AUTOMATIC	ON FOR PROTEIN LIBRARIES
and have executed an application for	a United States patent disclosing and
identifying the invention on the	day of, 2000 and
having Serial No. <u>09/419,351</u> and fil	ing date of <u>October 15, 1999</u> ; and
WHEREAS, XENCOR, INC. a corpo	ration of the State of <u>CALIFORNIA</u> ,
having a place of business at258	5 NINA STREET, PASADENA 91107-3708 ,
State of <u>CALIFORNIA</u> , (hereinafter	termed "Assignee"), is desirous of
acquiring the entire right, title and i	nterest in and to said application and
the invention disclosed therein, and	d in and to all embodiments of the
invention, heretofore conceived, made	or discovered jointly or severally by
said Inventors (all collectively herein	nafter termed "said invention"), and in
and to any and all patents, invento	r's certificates and other forms of
protection (hereinafter termed "patents	s") thereon granted in the United States
and foreign countries.	
NOW, THEREFORE, in consideration	n of good and valuable consideration
acknowledged by said Inventors to h	ave been received in full from said
Assignee:	
 Said Inventors do hereby sell 	, assign, transfer and convey unto said
Assignee, the entire right, title and	interest (a) in and to said application

and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this
instrument to said Assignee this
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of June, 2000, (4) day of, 2000,
respectively.
BASSIL I. DAHIYAT
County of Los Angeles ,)
State of CALIFORNIA .) ss.
On this 16th day of June , in the year 2660, before me, Peqqy E. Smith , Notary Public of the State of CAlifornia , personally appeared (1) BASSIL I. DAHIYAT , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Signature Apple E. Smith Commission 125032 Notary Apples County My Comm. Explos Son 17, 2004
(2) Mayor ROBERT J. HAYES.
County of Los Angeles State of Chifornia .)
State of Chifornia .)
on this the day of June, in the year 2000, before me, peggy E. 5mith. Notary Public of the State of California personally appeared (2) ROBERT J. HAYES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument. WITNESS my hand and official seal.
Signature gy E. Truth Signature gy E. Truth Commission # 1250352 Notary Public — California S Los Angeles County My Comm. Expires Jon 17, 2004

•	
	(3) Entres
1 Annies	JÖRG BENTZIEN
county of Los Arigeles CAlifornia State of	.,)
CAlifornia) ss. /
State of	.)
Peggy E. Smith day of June, Notar	y Public of the State of,
personally appeared (3) JÖRG BENT	<u>rzien </u>
me (or proved to me on the basis	of satisfactory evidence) to be the person
whose name is subscribed to the w	ithin instrument, and acknowledged that he
executed the same in his author	rized capacity(ies), and that by his
	rson, or the entity upon behalf of which the
person acted, executed the instru	ment.
WITNESS my hand and official	seal. PEGGY E SMIN
Signature Leggy E. Smith	Notary Publication Collection
• ,,,	Los Argeles County My Comm. Expires Jen 17, 2004
	My Contin. Extract
•	(4)
	KLAUS M. FIEBIG
County of	· ,)
-) ss.
State of	.)
	in the man before me
On this day of	, in the year, before me, ry Public of the State of,
norganally appeared (4) KLAUS M	FIEBIG , personally known to me (or proved
to me on the basis of satisfactor	y evidence) to be the person whose name is
subscribed to the within instrume	ent, and acknowledged that he executed the
same in his authorized capacity	(ies), and that by his signature on the
instrument the person, or the ent	ity upon behalf of which the person acted,
executed the instrument.	
WITNESS my hand and official	seal.
WITNESS my hand and official	seal.

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)



WHEREAS, the undersigned,

(1) BASSIL I. DAHIYAT ,	(2) ROBERT J. HAYES
(3) JÖRG BENTZIEN ,	
(hereinafter termed "Inventors"), resid	ents of
(1) LOS ANGELES	(2)_ALTADENA,
(3) PASADENA	(4) FRANKFURT, GERMANY,
respectively, Counties of	
(1) LOS ANGELES ,	(2) LOS ANGELES ,
(3) LOS ANGELES ,	
respectively, States of	
(1)_CALIFORNIA,	(2) CALIFORNIA ,
(3) CALIFORNIA	(4) <u>n/a</u> ,
respectively, have invented certain new	and useful improvements in
PROTEIN DESIGN AUTOMATION	FOR PROTEIN LIBRARIES
and have executed an application for a	United States patent disclosing and
identifying the invention on the	day of, 2000_ and
having Serial No. $09/419,351$ and filing	ng date of <u>October 15, 1999</u> ; and

WHEREAS, XENCOR, INC. a corporation of the State of CALIFORNIA, having a place of business at 2585 NINA STREET, PASADENA 91107-3708, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

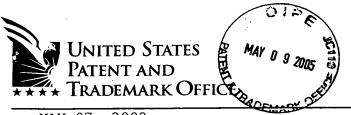
1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursual to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHERE the said	Inventors have execu $\overset{ ilde{\mathcal{A}}}{\sim}$ and delivered this
instrument to said Assignee this	
(1) 15 day of June, 2	000 (2), day of, 2000,
	000, (4) 20 day of June, 2000,
respectively.	(1) Sandaly
County of	BASSIL I. DAHIYAT
State of) ss. .)
personally appeared (1) <u>BASSIL I.</u> to me on the basis of satisfactory subscribed to the within instrumer same in his authorized capacity (instrument the person, or the entiexecuted the instrument.	, in the year, before me, Public of the State of, DAHIYAT, personally known to me (or proved evidence) to be the person whose name is at, and acknowledged that he executed the ies), and that by his signature on the ty upon behalf of which the person acted,
WITNESS my hand and official	seal.
Signature	/ G = = 3.1
Signature	(Seal)
orgnacure	(2)
County of	(2)ROBERT J. HAYES
	(2)ROBERT J. HAYES
County of State of On this day of	(2)
County of State of On this day of, Notary personally appeared (2) ROBERT J. to me on the basis of satisfactory subscribed to the within instrument same in his authorized capacity (instrument the person, or the entited county of the content of the county of the cou	ROBERT J. HAYES ,)) ss) , in the year, before me, Public of the State of, HAYES, personally known to me (or proved evidence) to be the person whose name is t, and acknowledged that he executed the les), and that by his signature on the ty upon behalf of which the person acted,
County of State of On this day of, Notary personally appeared (2) ROBERT J. to me on the basis of satisfactory subscribed to the within instrumen same in his authorized capacity(instrument the person, or the entitexecuted the instrument.	ROBERT J. HAYES ,)) ss. ,) , in the year, before me, Public of the State of, HAYES, personally known to me (or proved evidence) to be the person whose name is t, and acknowledged that he executed the les), and that by his signature on the ty upon behalf of which the person acted, seal.

		(3)		
County of	•	· ,)	JÖRG B	ENTZIEN
State of) ss. .)		
On thi	s day of, Note	ary Public of	in the year	, before me,
whose name executed the signature or	appeared (3) JÖRG BE ed to me on the basis is subscribed to the ne same in his authon the instrument the pd, executed the instr	NTZIEN s of satisfacto within instrum prized capacit eerson, or the e	person, person pery evidence) to the tent, and acknown the volumes of the person perso	nally known to be the person ledged that he
WITNES	S my hand and officia	l seal.		
Signature _			. (3	Seal)
County of State of		(4) ,)) ss.	KLAUS I	I. FIEBIG
	day of, Note	arv Public of 1	the State of	
subscribed t same in his instrument t	ppeared (4) KLAUS M. basis of satisfactor of the within instrum authorized capacity he person, or the entinstrument.	ry evidence) to ent, and ackno /(ies), and th	o be the person wledged that he at by his sign	whose name is executed the
WITNESS	my hand and official	seal.		
Signature		·	(s	eal)
	•			



MAY 07, 2002

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP ROBIN M. SILVA FOUR EMBARCADERO CENTER, SUITE 3400 SAN FRANCISCO, CA 94111-4187

CORRECTED NOTICE

Commissioner for Trademarks Arlington, VA 22202-3513 www.uspto.gov



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RECORDATION DATE: 01/23/2002

REEL/FRAME: 012502/0412

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 12/17/2001

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 12/17/2001

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 12/17/2001

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 10/24/2001

ASSIGNEE:

XENCOR

111 W. LEMON AVENUE

MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09927790

PATENT NUMBER:

FILING DATE: 08/10/2001

ISSUE DATE:

012502/0412 PAGE 2

DOROTHY RILEY, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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FORM PTO-1595 1-31-92

05-02-2002



DVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner 1020/5606	Ittached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Bassil I. Dahiyat; Robert J. Hayes; Jörg Bentzien;	Internal Address: Xencor OIPE
Klaus M. FIEBIG	MAY 0 0 2005
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	MAY 0 9 2005
3. Nature of Conveyance: (3) Assignment [3] Merger	Street Address: 111 W. Lemon Avenue
[] Security Agreement [] Change of Name	City: Monrovia
Execution Date: October 24, 2001; December 17,	State: California Zip: 91016
2001	Additional name(s) & address(es) attached? [Yes [x] No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new application, the ex A. Patent Application No.(s): 09/927,790	B. Patent No.(s)
Additional numbers atta	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: One (1)
Name: Robin M. Silva	7. Total fee (37 CFR 3.41):\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Internal Address: FLEHR HOHBACH TEST	[x] Enclosed
ALBRITTON & HERBERT LLP	[] Authorized to be charged to deposit account
Street Address: SUITE 3400 FOUR EMBARCADERO CENTER	8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account.
City: SAN FRANCISCO	Our Order No. A-67229-9/RFT/RMS/RMK (Attach duplicate of this page if paying by deposit account)
State: <u>CA</u> Zip: <u>94111-4187</u>	(Attach duplicate of this page if paying by deposit account)
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is a true copy of the original document. Renee M. Kosslak, Reg No. 41/717 for	g information is true and correct and any attached copy
Robin M. Silva, Reg No. 38,304 Name of Person Signing Sign	palure Date
Total number of pages	s including cover sheet, attachments and document: [6]
OMB No. 0651-0011 (exp. 4/94)	
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Mail documents to be recorded with required cover shee	
Commissioner of Pat 2:581 40.00 OP Box Assi	ients and Trademarks ignments 1, DC 20231

ASSIGNMENT

WHEREAS, Bassil I. DAHIYAT, Los Angeles California; Robert J. HAYES, Altadena, California; Jöerg BENTZIEN, Pasadena, California; and Klaus M. FIEBIG, Frankfurt, GERMANY, has invented certain new and useful improvements in and have filed an application for a United States patent entitled: PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES bearing Serial No. 09/927,790, filed August 10, 2001, disclosing and identifying the invention; and

WHEREAS, XENCOR, a corporation of the state of CALIFORNIA, having a place of business at 111 W. Lemon Avenue; Monrovia, State of CALIFORNIA, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

- 1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said paters; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

conflict herewith.	
this instrument to said Assignee this	
(1) day of , 2001	(2) day of , 2001
(1) day of , 2001 (3) day of , 2001	(4) 24th day of October, 2001
respectively.	
	Bassil I. DAHIYAT
County of))ss
State of	.)
On this day of, Notary	_, in the year, before me, Public of the State of,
personally appeared (1) Bassil I. Deproved to me on the basis of satisfaction name is subscribed to the within instruction executed the same in his/her authorized signature on the instrument the person the person acted, executed the instruction.	AHIYAT, personally known to me (or ory evidence) to be the person whose rument, and acknowledged that he/she ed capacit(ies), and that by his/her or the entity upon behalf of which
WITNESS my hand and official sea	al. (Seal)
Signature	(Seal)

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applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.
- 4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 17th day of December, 2001 (2) 17th day of December, 2001

(3) 17th day of December, 2001 (4) day of lember, 2001 respectively.

county of LOS ANGELES)

State of CALIFORNIA)

on this May of RECEMBER., in the year 2001, before me, SARA TANK STRUCKAND., Notary Public of the State of CALLEGRIFA, personally appeared (1) Bassil I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacit(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

SARA JANE STRICKLAND
Comm. # 1329887
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires Nov. 12, 2005

an fam Thickland

	Robert J. HAYES -
S .	
County of LOS ANGELES)	e
State of CACIFORNIA	.
on this 17th day of OCLEMBER, in SARA TANK STRUKLAND, Notary Publipersonally appeared (2) Robert J. HAYE, proved to me on the basis of satisfactory name is subscribed to the within instruexecuted the same in his authorized capacity on the instrument the person, or the entity acted, executed the instrument.	ic of the State of CALFORNIA, S, personally known to me (or evidence) to be the person whose ment, and acknowledged that he t(ies), and that by his signature
WITNESS my hand and official seal. Signature **Auchan** **Thulland**	BARA JANE STRICKLAND COmm. # 1329887 I MOTARY PUBLIC - CALIFORNIA Los Angeles County My Comm. Expires Nov. 12, 2005
(3)	JÖRTG BENTZIEN
County of LOS ANGELES	_
State of CAUFIRNIA .)	S
on this /7 day of CALMANA, is SAME STRIKUMA, Notary Publipersonally appeared (3) Jöerg BENTZIEN per to me on the basis of satisfactory evident is subscribed to the within instrument, and the same in his authorized capacit(ies), a instrument the person, or the entity upon be	ersonally known to me (or proved to) to be the person whose name and acknowledged that he executed and that by his signature on the
witness my hand and official seal. Signature Manafanu Muchane	SARA JANE STRICKLAND Comm. # 1329887 NOTARY PUBLIC - CALIFORNIA Los Angeles County My Comm. Expires Nov. 12, 2005
(4)	Klaus M. FIEBIG

(2)

	(2)
	Robert J. HAYES
e Williams	· .
County of)
State of)ss .)
	, in the year, before me, Y Public of the State of,
	HAYES , personally known to me (or
	ctory evidence) to be the person whose
name is subscribed to the within i	nstrument, and acknowledged that he
executed the same in his authorized ca	apacit(ies), and that by his signature
on the instrument the person, or the	entity upon behalf of which the person
acted, executed the instrument.	
WITNESS my hand and official s	eal.
•	(Seal)
Signature ,	
	(3)
	Jöerg BENTZIEN
County of)
State of)ss .)
	X
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Signatura	(Seal)
Signature	
٠.	Mr. la A
	(4) Kraus M. FIEBIC
	Mads III. Linbig

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